

Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 6, 2023

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 6, 2023**. Faxed and emailed applications will not be accepted. Submit complete applications to:

*John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070*

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Yankton County		
Address: 321 West 3rd		
City/State/Zip: Yankton, SD 57078	Phone: 605-696-8205	Fax:
Email:	Federal Employer or Payee Identification Number (FEIN):	
Project Director Name: Eden Schanzenbach		Title: Executive Director
Agency: Boys & Girls Club of Yankton	Address: 2008 Mulberry St	
City/State/Zip: Yankton, SD 57078	Phone: 605-668-9710	Fax:
Email: eschanzenbach@greatfuturesd.org		
Please indicate the name of the service(s) implemented: Youth diversion and JDAI Services		
Project Title:	Yankton County JDAI Services	
Requested Project Period:	July 1, 2023 – June 30, 2024	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$70,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
1.0 FTE Youth Diversion Director Salary, .05 FTE Executive Director Salary,	\$ 55,425
.05 FTE CEO Salary	
<i>Employee Fringe Benefits</i>	5,175
TOTAL	\$ 60,600
B. Contracted Services	TOTAL
	\$
TOTAL	\$
C. Travel and Per Diem	TOTAL
Travel to Quarterly JDAI Sessions	\$ 1,500
Travel to Rapid City for JDAI State Convention	700
Travel to National Conference	1,500
TOTAL	\$ 3,700
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
Indirect Costs at 10%	\$ 7,000
TOTAL	\$ 7,000
Total Project Budget -- Combined totals for all columns	\$ 71,300

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds.**

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1: Youth Diversion Coordinator

Justification for the position : Enhanced JDAI services in Yankton County including Teen Court operations, youth diversion, case management and referral services, data tracking and analysis

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. JDAI coordination and diversion services		50
2. Case management, referral, data tracking, analysis		50

Wage/Salary: \$43,500 annual salary

Benefits: Employer liabilities (unemployment insurance, social security, Medicare, workman's comp)
FICA 7.65%; SUTA 1.1%; WC .59%

Position #2: Executive Director (7.5%) & CEO (5%)

Justification for the position : The Yankton Executive Director and the Boys & Girls Club of the Northern Plains CEO will provide supervision, involvement in meetings, coordinate training events, and be the primary contacts for the Club with the County and State as this program is implemented over the remaining grant period.

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Executive Director – supervision of staff, attendance at meetings, coordinating training		5%
2. CEO – represent the Club at County & State meetings, provide supervision and oversight of program		5%

Wage/Salary: \$11,925 for both positions

Benefits: Employer liabilities (unemployment insurance, social security, Medicare, workman's comp)
FICA 7.65%; SUTA 1.1%; WC .59%

Please attach additional sheets for more than 2 positions

SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. **Contracted services fees cannot exceed \$650 per day.**

Consultant #1:

Consultant Fees:	
Contracted Service:	
Selection Process:	
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	
Purpose of Travel:	Registration and attendance at a national conference such as Coalition for Juvenile Justice or National Council of Juvenile and Family Court Judges Conferences that would provide great learning opportunities such as programming ideas, evidence-based practices and learning from other jurisdictions.
Estimated travel to out of state conference is \$1,500, and includes airfare, hotel, per diem, parking and other transportation costs (taxi, uber, etc)	
Purpose of Travel:	Attend annual State JDAI conference in Rapid City and quarterly meetings in Pierre to learn about other JDAI reform efforts and strategies from leaders across South Dakota.
Estimated total in-state travel is \$2,200: Rapid City: 720 miles x \$0.42 = \$302 2 travel days for per diem x \$32.00 = \$64 2 nights lodging = \$300 Pierre: 4 round trips @ 468 miles x \$0.42 = \$786 4 travel days for per diem x \$32.00 = \$128 4 nights lodging = \$600	
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	
10% Indirect costs associated with the administration and facilitation of the JDAI program (including office space, conference & classroom space, office supplies, postage, copy machine & paper, and training materials)	

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Alternatives to Detention Support Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A Project Abstract and Demonstration of Need;
- B Community Readiness;
- C Alignment with South Dakota JDAI Implementation;
- D Strategy for Implementation;
- E Project Performance Measures and Evaluation;
- F Description of Project Geographic Boundaries; and
- G Target Population.

A. Project Abstract and Demonstration of Need

Yankton County is seeking continued support and expansion of diversion services, alternatives to detention, and staff time to assist with these efforts in the community and county. The goal is that Yankton County will expand their continuum of services to benefit the outcome of system-involved youth at every decision point while analyzing diversion referral offenses and ensuring programs and services to fit the needs of youth and promote successful outcomes.

The Alternatives to Detention award in 2021 expanded the amount and scope of diversion programs offered to include Yankton County Youth Diversion Program (YCYDP) and Conditional Release alongside the existing Teen Court program. The need for the expanded diversion services was prevalent after the 2020 fiscal year, when 25 youth were served through Teen Court, several of

the 125 total juvenile petitions in Yankton County were misdemeanor or citable offenses, and 7 youth scored for an alternative on the Risk Assessment Instrument (RAI).

After diversion expansion in 2021, 23 youth were referred to Teen Court and 4 referred to YCYDP. In 2022, 4 youth were referred to Teen Court, 97 referred to YCYDP, and 5 referred to Conditional Release. As of May 2023, 28 youth have been referred to YCYDP, and 2 referred to Conditional Release. In total, 163 cases have been diverted through YCYDP, which offer youth a second chance at a clean record and decreased expenditures.

In the next grant year, Yankton County will continue to expand and explore additional alternatives to detention for youth. These may include, but is not limited to, an evening drop-in center, building upon partnerships with Lewis & Clark Behavioral Health, and identifying funding sources to support and promote youth justice work and the stability created by the Alternative to Detention program after the grant period ends in 2024.

B. Community Readiness

Yankton County has been a JDAI site for almost two years. The JDAI collaborative/workgroup includes the juvenile judge, juvenile prosecutor, sheriff, detention administration, high school administration, local service providers, court services, county commission, and law enforcement. Since 2021, with the Alternatives to Detention Support Grant, we were able to integrate the JDAI program at the Boys & Girls Club of Yankton (BGCY) agency and create a Youth Diversion Director position that focuses on implementing and expanding diversion efforts for the county. In addition, the agency currently provides diversion and prevention options through Teen Court and other programming focused on preventative services.

The Youth Diversion Director position blended well into the BGCY infra-structure. The mission of BGCY is “to inspire and enable all young people to realize their full potential as productive, responsible, and caring citizens.” BGCY’s vision is to “be a dynamic, diverse organization that is recognized as champions for youth, as well as, a leader for positive change in our world.” BGCY

recognizes the value in mentors and support systems helping youth to learn from past mistakes as the corporate organization, Boys & Girls Club of the Northern Plains, started as a vision from a Brookings police officer who was shot at by a teen. After the incident, he recognized the missed opportunities to reach the teen that could have prevented the incident. The officer recognized a huge role diversion plays in shaping lives for the better, and that vision has stuck with the organization as it has grown and expanded into other communities.

The Boys & Girls Club of Yankton (BGCY) opened January 26th, 2008 with a membership of roughly 130 youth, and we now serve over 275 youth on average each day and have over 1,000 annual members. Following the national Boys & Girls Club of America, BGCY for the last several years has heavily focused and will continue to target three priority outcomes: academic success, good character/leadership, and healthy lifestyles and serves all youth in need, regardless of background or economic standing.

In July of 2011, BGCY joined the Boys & Girls Club of Brookings Corporation, now known as the Boys & Girls Club of the Northern Plains. In October 2016, BGCY moved into their brand new building north of Yankton Middle School. This new building allowed for the growth of the teen program with separate middle school and high school spaces. These spaces also allow for continued growth with the goal to serve more youth, more often with more impact. The Youth Diversion Director position will continue to be housed in the BGCY Teen Center. The facility is secure with a door access key fob system, security cameras, and other security features. Along with specific spaces for junior high and high school students, there are classrooms, a gymnasium, STEM space, art room, and office space for this position. This facility has been, and will continue to be, a positive gathering place for JDAI committee meetings and youth and family meetings with the Youth Diversion Director.

BGCY has a successful history of administering a variety of evidence-based programs. Recent programs offered include LifeSkills: a healthy lifestyles program that educates teen youth on the

dangers of vaping and other at-risk behaviors; Project Learn: a program which reinforces academic enrichment through homework help, tutoring and games, STEM based workshops and daily activities; and OJJDP Mentoring: pairs groups of youth in need of positive adult relationships/guidance with a vetted adult volunteer meeting bi-weekly for a year. We are confident that BGCY can continue to make a positive impact and share the evidence of that impact on the youth in Yankton County through the continued support of this position.

The Youth Diversion Director position will continue to work closely with the Teen Center and Executive Director to offer the continuum of diversion services through the Teen Court program, which is also facilitated at BGCY. The goal of this position was and is to expand upon the Teen Court diversion to offer diversion services to all levels of youth entering the system. This goal has been achieved throughout the last two grant years and we will continue to refine these efforts throughout year three in the grant cycle.

The Teen Court program, sponsored by the BGCY, has been in existence in Yankton since 2013. With this program, defendants between the ages of 10 and 18 have another opportunity for a clean record. Through a referral from the State's Attorney Office, these students are given a chance to stand in front of a jury of their peers to explain the crime they committed. Each defendant is assigned a student defense attorney, and his or her case is heard. After the case has been heard, the teen jury deliberates on a disposition. This disposition is made up of community service, community action points, essays, classes, and an opportunity to serve as a juror for future sessions. The defendant then has 90 to complete this disposition.

In 2020, twenty-five youth were served through Teen Court and there was an indicating need for expansion of diversion services in the county. Following its inception of the JDAI Yankton County Youth Diversion Program (YCYDP) in July 2021, 27 youth were referred through YCYDP. In 2022, 97 YCYDP cases were referred. As of May 2023, there have been 28 YCYDP cases referred. The cases referred have ranged from possession of marijuana and alcohol, burglary, juvenile sexting, to

simple assault. Since Teen Court's inception in 2013, there has been an increasing need for a case management style of diversion for teens who may not thrive in the Teen Court environment or in special circumstances, are in need of a case management style approach to diversion. Teen Court, along with the additions of the YCYDP and Conditional Release programs, gives the State's Attorney multiple options to divert youth from detention and the formal juvenile justice system.

BGCY's organization has the knowledge, background, and capacity to support juvenile justice services and already has many partnerships with Yankton County. The County will work closely with BGCY in ensuring all programming, reporting, and reimbursement deadlines are fulfilled.

The school districts in the county have been partners in the expansion of diversion services and have shown support throughout year one and two of this grant. School principals and their counseling teams continue to partner with the Youth Diversion Director and BGCY and are advocates for helping youth succeed.

We see no direct barriers to prevent the proposed project to continue in Yankton County. Like most rural counties, staffing and budgetary restraints exist at the Yankton County Sheriff's office, and funds from this grant will also support continuing services such as shelter care. These restraints have been a barrier to transporting youth to alternatives that are out of County.

Please see the attached letters of support which indicates the stakeholder agencies willingness to continue to adopt and support the additional JDAI strategies within Yankton County.

C. Alignment with South Dakota JDAI Implementation

Since beginning the JDAI grant, Yankton County has implemented a Yankton County Youth Diversion program (YCYDP) and Conditional Release process alongside the pre-existing Teen Court program which all utilize the Boys & Girls Club Teen Center as a less restrictive reporting center when appropriate. All diversion programs continue to use scores from the Risk Assessment Instrument (RAI) to determine the most appropriate diversion option. Prior to the introduction of additional diversion programs, the total daily population in Yankton County for youth in detention

was 485 bed days in 2021. The average daily population was 1.59 in 2021 and the average length of stay was 40.42 days. Since then, Yankton County has implemented the YCYDP and Conditional Release programs in partnership with the Boys & Girls Club, which has led to a decrease in youth in detention; there were 196 total bed days in 2022. The average daily population was 0.64 and the average length of stay was 19.60 days. Continuing to have an alternative option for youth will further reduce Yankton County's override rate of 22% and continue to offer supplementary opportunities to limit the use of secure detention. Yankton County has managed to decrease barriers to services such as transportation fees and the ability to pay for services. This ultimately creates a more equitable system for all youth that come into contact with law enforcement. Yankton County will continue to partner with community advocates and promote cultural responsive programming whenever possible.

The Youth Diversion Director is currently tracking all JDAI state required data points and has created a tracking method for youth in diversion. This data is presented to the local JDAI collaborative/workgroup on a quarterly basis to help guide decision making and program improvements. The Unified Judicial System has and will continue to support this position with training opportunities such as the State JDAI conference, access to JDAI Connect, and Positive Youth Development training. Yankton County and Boys & Girls Club have developed a strong relationship with our State JDAI Coordinator, Annie Brokenleg. Annie has been an important partner, and has helped us create collaborations with other state JDAI programs, improve our local program, and reach our first and second year's goals within Yankton County.

D. Strategy for Implementation

- I. The Youth Diversion Director will continue to participate in monthly JDAI and Diversion Coordinators calls through the entire grant period.
- II. The Youth Diversion Director will provide case management support and services.

- III. The Youth Diversion Director will hold at least quarterly JDAI collaborative meetings with stakeholders to implement goals on the JDAI work plan. This will include developing and expanding upon existing Alternatives to Detention while utilizing data to drive decision making.
- IV. The Youth Diversion Director will attend and participate in a state JDAI Conference in Rapid City.
- V. The Youth Diversion Director will attend and participate in a National Coordinator Convening in the next grant year.
- VI. The Youth Diversion Director along with the State JDAI Coordinator, will hold a Positive Youth Development training for community stakeholders.
- VII. The Youth Diversion Director along with the State JDAI Coordinator, will seek to hold a RAI training for law enforcement members during this grant period.
- VIII. The Youth Diversion Director will continue to meet with community stakeholders to determine best resources for evening reporting and/or the supervision method of youth on electronic monitoring.
- IX. The Youth Diversion Director will work with the State's Attorney's Office to continue to explore and research diversion opportunities for youth based on current community needs.
- X. The Youth Diversion Director will continue to track and enhance data collection capabilities through the grant period.
- XI. The Youth Diversion Director will participate in local government meetings when necessary to promote youth justice work and communicate a sense of urgency for stability after the grant period ends.
- XII. The Youth Diversion Director will work with State's Attorney's Office to continue to increase the amount of youth being diverted through and referred to existing and/or new services in the community.

- XIII. The Youth Diversion Director and State's Attorney's Office will review policies and procedures for the diversion process and tracking.
- XIV. The Youth Diversion Director, Detention Center Administration, Sheriff's Department and the County Commission will review data and determine funding for next fiscal year.
- XV. The Youth Diversion Director will support juvenile diversion alternative services divided into three responsibilities:
 - a. JDAI coordination
 - b. Teen Court operations and Yankton County Youth Diversion services
 - c. Case management, referral, and data tracking and analytics

JDAI leaders at both the County and State level will work together to determine objectives and activities necessary to make progress on each of these responsibilities. Continuing to dedicate a full-time employee to these services will enhance juvenile justice services in Yankton County and will provide consistent and reliable solutions for youth. The Youth Diversion Director will promote collaborations between juvenile court officials in Yankton County, probation agencies, the State's Attorney's office, schools, and other youth advocates. This application to the South Dakota Department of Corrections reflects a request for a third year of funding, with an understanding that additional funding for this direct program is potentially unavailable for the following year.

As an employee of the Boys & Girls Club of Yankton, the Youth Diversion Director will report to the Teen Center Director. They will participate in the standard semester evaluation and review process as all other full time Club employees. If certain measures need to be evaluated that are unique to this position, these performance measures will be guided by the State JDAI Coordinator and/or from the County.

To ensure the safety and security measures of members and other Boys & Girls Club employees within the youth development setting, the Youth Diversion Director will give permission for an annual background check that verifies their identity, provides a national sex offender registry search,

and provides a comprehensive criminal search which includes a national, statewide or County level search.

The Youth Diversion Director is considered a Boys & Girls Club employee and will be engaged in staff meetings, trainings, and will follow all organizational policies and procedures. They will gain important skills related to youth guidance, program and curriculum development, working as a team, and adaptability.

All grant expenses, receipts and financial documentation for the Youth Diversion Director including salary and benefits, travel and per-diem, and equipment and operating expenses will be completed and sent quarterly to the Department of Corrections for reimbursement, and cc'd to the County. Following each claim and reimbursement, the Boys & Girls Club of the Northern Plains Chief Financial Officer will send the approved reimbursement documents to the County Auditor's office.

E. Project Performance Measures and Evaluation

Yankton County and the Boys & Girls Club have had a positive collaboration with law enforcement, the State's Attorney's Office, and the local detention center to collect arrest, diversion, and average length of stay and average daily population data. The Boys & Girls Club continues to closely track diversion data and will work in conjunction with the State's Attorney's Office to track recidivism on all diversions. Data will be disaggregated by gender, race, and ethnicity.

Yankton County will continue tracking average length of stay and average daily population and will provide this information to the Boys & Girls Club to disseminate to the JDAI collaborative/workgroup quarterly meetings. The Youth Diversion Director will have access to up-to-date RAI data through the Unified Judicial System's JRAI data reporting system. In year three, training will continue to be provided to the Youth Diversion Director on data collection, analysis, and dissemination by the state JDAI Coordinator and through attending the model JDAI site visit and national JDAI conference.

We are proud of our accomplishments in year one and two. Most notably:

- Created and implemented a case management diversion program that has had 129 youth referrals since the program's inception, as of May 2023.
- Implemented a Conditional Release program as an alternative in Yankton County that has received 7 youth referrals from December 2021-May 2023.
- Saved Yankton County at least an estimated \$62,000 in juvenile detention costs from 2021 to 2022. This amount is estimated only based on the cost per day for the county to hold youth in detention. In 2021, there were 485 bed days, and it cost \$244 per youth per day. While in 2022, there were 196 bed days and it cost \$287 per youth per day.
- Increased communication and collaboration with the Boys & Girls Club, State's Attorney's office, and Yankton School District.
- Researched and implemented the use of electronic ankle monitoring in early 2023 as an option for youth cases, when necessary.
- Added JDAI workgroup subcommittees in the fall of 2022, which meet between quarterly JDAI workgroup meetings to ensure goals and projects are making progress and being met.

F. Description of Project Geographic Boundaries

The Youth Diversion Director position will serve youth, families, and community stakeholders in urban and rural Yankton County. To give a better understanding of the County make-up, the 2020 United States Census reported there were 23,373 people and 10,627 households in the County. The County has a total area of 521 square miles with a population density of average of 44.7 people per square mile, and the county seat is located in Yankton, SD.

G. Target Population

The target population is youth under the age of 18 (and their families), who have had contact with the juvenile justice system or who are at risk of having contact with the juvenile justice system. Target populations for detention reform may also include youth of color, females, youth with school/truancy offenses, domestic assaults on a family member, warrants, and homeless youth.

The goal is to prevent or divert youth involvement in the juvenile justice system and to eliminate or minimize disproportionate minority contact. This project will focus on prevention and intervention for youth engaging in behaviors putting them at risk for justice system involvement. The JDAI collaborations in the county will work to create an effective, fair and efficient system that produces positive outcomes for youth, families, and communities while protecting public safety.

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)							
Race(s):		Offender Type(s):				Geography:	
X	American Indian/Alaskan Native	X	At-Risk Population (no prior offense)			X	Rural
X	Asian	X	First Time Offenders			X	Suburban
X	Black/African American	X	Repeat Offenders			X	Tribal
X	Hispanic or Latino (of any race)	X	Sex Offenders				Urban
X	Other Race	X	Status Offenders			Age:	
X	White/Caucasian		Violent Offenders			X	Under 11
Sex:		Referral Source:				X	12-13
X	Female	X	School	X	Court System	X	14-15
X	Male	X	State's Attorney		Other_____	X	16-18

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Pat Bad Hand, Rosebud Sioux Tribe Detention Center;

Mason Best, Youth Member;

Judge Tami Bern, First Judicial Circuit Judge;

Keegan Binigar, Youth Member;

Kristi Bunkers, Department of Corrections Director of Juvenile Services;

Kim Cournoyer, Service Provider at Great Plains Psychological Associates;

Charles Frieberg, Director of Trial Court Services;

Tiffany Glaser, Department of Social Services JJRI Program Manager;

Daniel Hagggar, Minnehaha County States Attorney;

Cindy Heiberger, Former Minnehaha County Commissioner;

Doug Herrmann, Executive Director of The Club for Boys;

Sheriff Brad Howell, Codington County Sheriff;

Angela Lisburg, Avera Saint Mary's Hospital;

Dave McNeil, Aberdeen Police Department Chief;

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Tierney Scoblic, Youth Member; and

Cassidy Wright, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this

application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975

(42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services “This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site.”

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient’s website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default

impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by

the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances,

guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.

10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

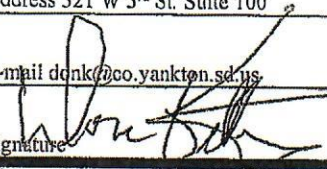
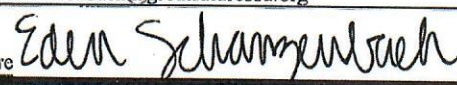
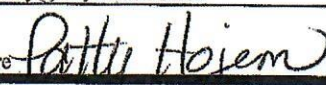
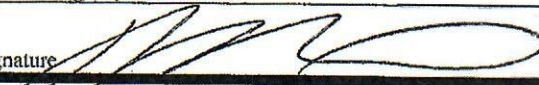
State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

SECTION 6. SIGNATURES

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required		
County Commission Chair		
Name Don Kettering	Title Yankton County Commission Chairperson	
Address 321 W 3 rd St. Suite 100	City/State/Zip Yankton, SD 57078	
E-mail donk@co.yankton.sd.us	Phone 605-260-4400	Fax
Signature 		Date 5/31/2023
B. Project Director		
Name Eden Schanzenbach	Title Boys & Girls Club of Yankton Executive Director	
Address 2008 Mulberry St	City/State/Zip Yankton, SD 57078	
E-mail eschanzenbach@greatfuturesd.org	Phone 605-668-9710	Fax
Signature 		Date 5/31/2023
C. Financial Officer		
Name Patty Hojem	Title Yankton County Auditor	
Address 321 W 3 rd St. Suite 100	City/State/Zip Yankton, SD 57078	
E-mail patty@co.yankton.sd.us	Phone 605-260-4436	Fax
Signature 		Date 5/31/2023
D. Other Official		
Name Robert Klimisch	Title Yankton County State's Attorney	
Address 410 Walnut St. Suite 100	City/State/Zip Yankton, SD 57078	
E-mail rob@co.yankton.sd.us	Phone 605-665-4310	Fax
Signature 		Date 5/31/2023

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
Original MOU
Attachment 2
Yankton JDAI Collaborative/Workgroup Letter of Support
Attachment 3
2023 Quarter 3 Yankton County Data
Attachment 4
Boys & Girls Club of the Northern Plains 2022 Annual Report
Attachment 5
Boys & Girls Club of Yankton 2022/2023 Brochure
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE



BOYS & GIRLS CLUB OF THE NORTHERN PLAINS

605.692.3333 | 1126 Southland Lane | Brookings, South Dakota 57006 | www.greatfuturesd.org

John Stewart
SD Department of Corrections
3200 East Highway 34
Pierre, SD 57501

Dear Mr. Stewart,

Please accept this letter of support for the year three JDAI Initiative in Yankton County. Detention alternative programs generated through the JDAI Initiative have grown and become a valuable resource for families and youth that have been exceedingly difficult to reach. We are eager to continue our work and be part of the Yankton County team helping provide alternatives to incarceration for teens.

By signing this letter, I:

- Identify the importance of providing alternatives for detention.
- Will provide resources to support these alternatives to the best of my ability.
- Understand that these dollars will positively affect many in our community, as well as the juveniles that are diverted through the program.
- Understand that my role in the JDAI workgroup is crucial to its success and will support the Boys & Girls Club in any way that I can.
- Understand this grant will positively influence high-risk juveniles and encourage recidivism rates to decline in our county.
- Will work to reduce unnecessary pre-adjudication incarceration for these specified individuals.
- Will support the community resources necessary to help these individuals enrolled in all diversion programs in Yankton County.
- Will foster the strategies of JDAI to better serve the youth in Yankton County.

This grant funding will continue to motivate and encourage the building up of youth, families, and the Yankton community. Thank you for your consideration!

Sincerely,

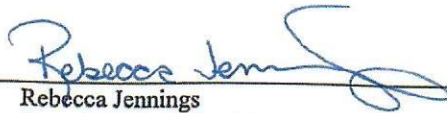
The Yankton JDAI workgroup

(email signatures/ support attached)

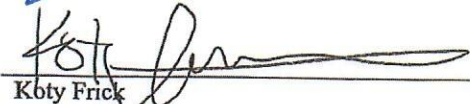




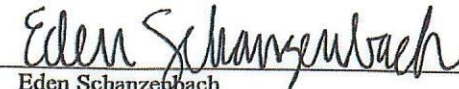
Jody Shaw-Hernandez
Boys & Girls Club of the Northern Plains CEO



Rebecca Jennings
Boys & Girls Club of the Northern Plains COO



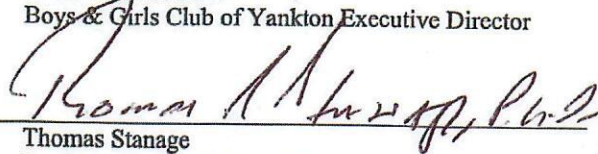
Kody Frick
Boys & Girls Club of the Northern Plains CPO



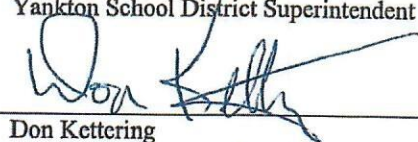
Eden Schanzenbach
Boys & Girls Club of Yankton Executive Director



Dr. Wayne Kindle
Yankton School District Superintendent



Thomas Stanage
Lewis & Clark Behavioral Services Executive
Director



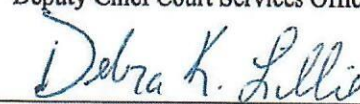
Don Kettering
Yankton County Commission



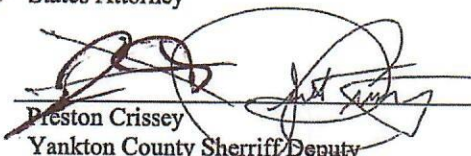
Ryan Mockler
Deputy Chief Court Services Officer



Rob Klimisch
States Attorney



Deb Lillie
Chief Deputy States Attorney



Preston Crissey
Yankton County Sheriff Deputy



Jason Foote
Chief of Police

Quarterly Performance Measurement Report- July 1, 2022- June 30, 2023
FY2022 ATD Subgrant - Yankton County

Performance Measures	July-Sept 2022	Oct- Dec 2022	Jan - Mar 2023	Apr- June 2023
Number of program materials developed <i>(The number of program materials that were developed during the reporting period. Include only substantive materials such as program overviews, client workbooks, list of local service providers. Do not include advertisements or administrative forms.)</i>				
A. Number of program materials developed during the reporting period	0	0	0	
Number of program youth served <i>(An unduplicated count of the number of youth served by the program during the reporting period. Definition of the number of youth served for a reporting period is the number of program youth carried over from previous reporting period, plus new admissions during the reporting period.)</i>				
A. Number of program youth carried over from the previous reporting period, plus new admissions during the	52	47	50	
Number of planning activities conducted <i>(The number of planning activities undertaken during the reporting period. Planning activities include meetings held, needs assessments undertaken.)</i>				
A. Number of planning activities undertaken	18	25	30	
Number of MOUs developed <i>(The number Memoranda of Understanding or interagency agreements developed during reporting period.)</i>				
A. Number of MOUs developed	0	0	0	
Number of new programs implemented <i>(The number of new programs implemented during the reporting period.)</i>				
A. Number of new programs implemented.	0	0	0	
Number and percent of program youth who offend during reporting period - short term <i>(The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses.)</i>				
A. Total number of program youth served	52	47	50	
B. Number of program youth tracked during this reporting period	52	47	50	
C. Of B, the number of program youth who had a new arrest/delinquent offense during this reporting period	0	0	0	
D. Number of program youth who were recommitted to a juvenile facility during this reporting period	0	1	1	
E. Number of program youth who were sentenced to adult prison during this reporting period	0	0	0	
F. Number of youth who received another sentence during this reporting period	0	0	0	
G. Percent OFFENDING (C/B)				

Number and percent of program youth who offend during reporting period - long term (The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program.)

A. Number of program youth who exited the program 6-12 months ago that you are tracking	0	0	0
B. Of A, the number of program youth who had a new arrest/delinquent offense during this reporting period	0	0	0
C. Number of program youth who were recommitted to a juvenile facility during this reporting period	0	0	0
D. Number of program youth who were sentenced to adult prison during this reporting period	0	0	0
E. Number of youth who received another sentence during this reporting period	0	0	0
F. Percent of Long Term RECIDIVISM (B/A)			

Number and percent of program youth who reoffend - short term (The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses.)

A. Total number of program youth served	52	47	50
B. Of A, the number of program youth who had a new arrest/delinquent offense during this reporting period	0	0	0
C. Number of program youth who were recommitted to a juvenile facility during this reporting period	0	1	1
D. Number of program youth who were sentenced to adult prison during this reporting period	0	0	0
E. Number of youth who received another sentence during this reporting period	0	0	0
F. Percent of Long Term RECIDIVISM (B/A)			

Number and percent of program youth who reoffend - long term (The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program.)

A. Number of program youth who exited the program 6-12 months ago that you are tracking	0	0	0
B. Of A, the number of program youth who had a new arrest/delinquent offense during this reporting period	0	0	0
C. Number of program youth who were recommitted to a juvenile facility during this reporting period	0	0	0
D. Number of program youth who were sentenced to adult prison during this reporting period	0	0	0
E. Number of youth who received another sentence during this reporting period	0	0	0
F. Percent of Long Term RECIDIVISM (B/A)			

Number of detention alternative program options available (Number of detention alternative programs created during the reporting period. If programs were lost over the reporting period, please report a negative number.)

A. Number of detention alternative program options	1	1	1
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Number and percent of program youth receiving RAI (Number and percent of program youth receiving risk assessments during the reporting period to determine the level of supervision.)

A. Number of program youth who received RAI	4	1	1
B. Total number of program youth	4	1	1
C. A/B			

Number and percent of program youth completing program requirements - short term *(The number and percent of program youth who have successfully fulfilled all program obligations and requirements. The total number of youth includes those who exited successfully or unsuccessfully.)*

A. Number of program youth who exited the program having completed program requirements	17	17	14
B. Total number of youth who were in the program during the reporting period	52	47	50
C. A/B			

Average length of time between initial court appearance and disposition *(Length of time in days between initial court appearance and disposition during the reporting period.)*

A. Total number of days between disposition and placement	
B. Total number of cases disposed	
C. Average (A/B)	

Description of Activity/Accomplishments for the quarter highlighting the strategy for implementation steps outlined in your application: Met numerous times with Annie Brokenleg the state diversion coordinator. Conditional release is up and running and was utilized. Met with my workgroup multiple times to creat subcommittees so we can work to solve our biggest roadblocks.

Activity/Accomplishments planned for the next quarter: Work with my workgroup and subcommittees to solve our biggest roadblocks.

**YANKTON COUNTY JUVENILE DETENTION ALTERNATIVES INITIATIVE
(JDAI) COMMITTEE
MEMORANDUM OF UNDERSTANDING (MOU)**

I. PARTIES

This document constitutes an agreement between the South Dakota First Judicial Circuit, Yankton County Sheriff's Office, Yankton County States Attorney's Office, First Judicial Circuit Court Services, Yankton Police Department, Yankton Boys and Girls Club, Yankton County, Yankton School District, Gayville-Volin School District, Lewis and Clark Behavioral Health, South Dakota Department of Corrections, South Dakota Department of Social Services, and other parties as amended.

II. PURPOSE

This agreement establishes the Yankton County JDAI Committee and is entered into by the above-named agencies to establish a cooperative relationship by applying the eight core strategies (enumerated in paragraph IV) of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention of juvenile offenders;
- Minimize re-arrest of juvenile offenders and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities for juvenile offenders;
- When necessary, redirect public resources and policies to sustain successful reforms.

III. AUTHORITY

The Yankton County JDAI Committee shall have the authority to facilitate the coordination of inter-agency solutions to achieve the purpose described above. The JDAI Committee may make appropriate resource or policy recommendations to the governing bodies of the agencies represented on the JDAI Committee.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the original date of signature.

Amendments to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Yankton County JDAI Steering Committee, the new party may be added upon approval by all agencies represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

V. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Yankton County JDAI Steering Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:

- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants; and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.

VI. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Yankton County JDAI Steering Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with public safety. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

VII. COMMITTEE LEADERSHIP AND MEETINGS

JDAI Co-chairpersons will be Rebecca Altman from Court Services and State's Attorney Rob Klimisch. Meetings will occur monthly to begin and then at least quarterly thereafter and will be led by at least one or both of the JDAI Co-chairpersons. Co-chairpersons have the authority to conduct the meetings to facilitate discussion and decision-making. The committee will appoint a secretary to keep minutes, which will be agreed upon by the committee. In matters that require a vote, each agency represented on the JDAI Committee shall have one vote. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation. First Judicial Circuit Court Services shall assist the co-chairpersons in coordination of meetings.

Judge Cheryl Gering
The Honorable Cheryl Gering
Presiding Judge, 1st Judicial Circuit

Date

Cheri Loest
Cheri Loest
Chair, Yankton County
Commissioners

Mar 15, 2021

Date

Dr. Wayne Kindle
Dr. Wayne Kindle
Superintendent
Yankton School District

Date

Jason Selchert
Jason Selchert
Superintendent
Gayville-Volin School District

6-1-21
Date

Jim Vlahakis
Jim Vlahakis
Sheriff
Yankton County Sheriff's Office

05-17-2021
Date

Rob Klimisch
Rob Klimisch
State's Attorney
State's Attorney's Office

3/16/21
Date

John Harris
John Harris
Chief of Police
Yankton Police Department

5/2/21
Date

Becky Altman
Becky Altman
First Judicial Circuit Court Services

3-17-21
Date

South Dakota Department of
Corrections

Date

Regional Manager
Department of Social Services

Date

Dr. Thomas Stanage
Dr. Thomas Stanage
Director
Lewis & Clark Behavioral Health

Date

Director
Yankton Boys and Girls Club

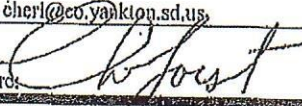

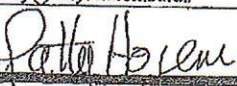
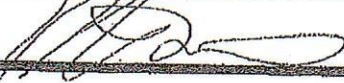
Date

Executive Director
Human Services Agency

Date

SECTION 6. SIGNATURES

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required		
County Commission Chair		
Name: Cheryl Loest	Title: Yankton County Commission Chairperson	
Address: 321 W 3 rd St, Ste. 100	City/State/Zip: Yankton, SD 57078	
E-mail: cherl@co.yankton.sd.us	Phone:	Fax:
Signature: 	Date: 6/1/2021	
B. Project Director		
Name: Koty Frick	Title: Executive Director of the Boys & Girls Club of Yankton	
Address: 2008 Mulberry St.	City/State/Zip: Yankton, SD 57078	
E-mail: kfrick@greatfuturesd.org	Phone: 605-668-9710	Fax:
Signature: 	Date: 6/2/2021	
C. Financial Officer		
Name: Patty Hojem	Title: Yankton County Auditor	
Address: 321 W 3 rd St, Ste. 100	City/State/Zip: Yankton, SD 57078	
E-mail: patty@co.yankton.sd.us	Phone: 605-260-4436	Fax:
Signature: 	Date: 6/1/2021	
D. Other Official		
Name: Robert Klimisch	Title: Yankton County State's Attorney	
Address: 410 Walnut Ste. 100	City/State/Zip: Yankton, SD 57078	
E-mail: rob@co.yankton.sd.us	Phone: 605-665-4310	Fax: 605-668-1883
Signature: 	Date: 6/1/2021	